

**Amendment No. 2 to the Enterprise Edition Agreement
dated November 29, 2016 between
MapQuest, Inc. ("MapQuest") and Fairfax County Public Schools ("Licensee")
Effective November 29, 2018 ("Amendment Effective Date")**

WHEREAS, MapQuest, Inc. assigned the Agreement to TeleCommunication Systems, Inc., a wholly-owned subsidiary of Comtech Telecommunications Corp. ("TSYS") on April 6, 2018; and

WHEREAS, TSYS and Licensee now desire to amend the Agreement in order to extend the Term and update the license fees;

NOW, THEREFORE, in consideration of the mutual agreements contained herein and, in the Agreement, the receipt and sufficiency of which are hereby acknowledged, TSYS and Licensee agree as follows:

- 1. Renewal Term.** The Renewal Term shall begin on the Amendment Effective Date and will remain in effect for one year. Unless otherwise indicated on the Cover Page of the Agreement, the Agreement will auto renew for one (1) year periods (each a "Renewal Term") unless one Party provides written notice to the other Party at least thirty (30) days prior to the start of the next Renewal Term.
- 2. Products and Licensed Fees.** The Products and Fees section of the Cover Page shall be deleted in its entirety and replaced with the following:

Products Licensed and Fees		
Annual Fee (Core Services & Premium Services):		\$10,000
Core Services Licensed: Maps; Driving Directions; Search; Standard Geocoding Rights; Basic Points Of Interest (POIs)	Included Transactions: 6,000,000 Included Transactions are cumulative of all Mapping, Driving Directions, Search and Geocode/reverse Geocodes, Traffic and Open transactions used by Licensee	\$.03 per Excess Transaction
Premium Services Licensed (not licensed unless checked)		
<input type="checkbox"/> Traffic <input type="checkbox"/> Print/Static Map Distribution <input type="checkbox"/> MapQuest Premium Business Listings <input type="checkbox"/> Sublicensing <input type="checkbox"/> Extended Geocoding Rights (Licensee Only) <input type="checkbox"/> Asset Tracking	All Premium Services counted toward the Included Transactions amount above.	No Charge if no sublicensing Per Excess Transaction rate above Per Excess Transaction rate above Per Excess Transaction rate above \$ _____ per IEGR Transaction, or \$ _____ per Excess EGR Transaction \$ _____ per add'l Tracked Asset per Month - Mapping Only, or \$ _____ per add'l Tracked Asset per Month - Mapping & Routing

Notwithstanding anything to the contrary, TSYS may adjust fees for the next Renewal Term.

- 3. Public Statements.** In the event MapQuest previously agreed, pursuant to the terms and conditions of the Agreement, to permit MapQuest to make factual references to the existence of a business relationship between the Parties without approval of Licensee, Licensee further agrees that TSYS also has the right to use Licensee's logo in connection with such references during the Term and for one (1) year thereafter.
- 4. Effect of Amendment.** Except as otherwise amended, the Agreement shall remain in full force and effect and is ratified and confirmed in all respects.
- 5. Counterparts; Facsimile or Email.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. Delivery of an executed signature page to this Agreement by facsimile or email shall be effective to the same extent as if the party had delivered a manually executed counterpart.
- 6. Capitalized Terms.** All capitalized terms not defined herein shall have the same meanings ascribed to them in the Agreement.

LICENSEE By: <u>Michelle Pratt</u> (Authorized Signature) Name: <u>Michelle R. Pratt</u> Title: <u>Director</u> Date: <u>December 18, 2018</u>	TELECOMMUNICATION SYSTEMS, INC. By: <u>Jay F. Whitehurst</u> (Authorized Signature) Name: <u>Jay F. Whitehurst</u> Title: <u>President, Enterprise Technologies</u> Date: <u>January 4, 2019</u>
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